

CONTRACT PERIOD THROUGH JANUARY 31, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MATERIAL HANDLING EQUIPMENT, LIFTING AND LOADING
EQUIPMENT AND ACCESSORIES, BULK VAN UNLOADER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 9, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

JH/cl
Attach

Copy to: Clerk of the Board
Steve Krausnick, MCSO Procurement
Sharon Tohtsoni, Materials Management

(Please remove Serial 01115-C from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **MATERIAL HANDLING EQUIPMENT,
LIFTING AND LOADING EQUIPMENT AND ACCESSORIES, BULK VAN UNLOADER**

1.0 **INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. One (1) or more, **BULK VAN UNLOADER**, to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only. Delivery to be made during January of 2003

2.0 **TECHNICAL SPECIFICATIONS:**

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.1 VAN UNLOADER: (Shall be as specified or approved equal.)	
2.1.1 Make / Model – SPUDNIK, Model 1300 with 30” x 25’ 6” stacked telescoping sections.	
2.1.2 Conveyor Belt – 30” all sections.	
2.1.3 Side Belts – 12” mini cleat.	
2.1.4 Nose Belt – 30” mini cleat.	
2.1.5 Full Length Telescoped – 48’ does not include nose section.	
2.1.6 Nose Section Length / Width – 9’ 6” long, 85” wide.	
2.1.7 Retracted Length – 39’ 8”	
2.1.8 Voltage / Phase – 208, 3-Phase.	
2.1.9 Spare – Like tire and wheel shall be supplied.	
2.2 PORTABLE DOCK: (Shall be as specified or approved equal.)	
2.2.1 Make / Model - SPUDNIC, Model 1400, tandem axle 5 th wheel design.	
2.2.2 Overall Length – 39’ 8”	
2.2.3 Overall Width – Approx. 96”	
2.2.4 Dock Height – 54” from ground.	
2.2.5 Conveyor Belt Width – 30” centered on the dock.	
2.2.6 Voltage / Phase – 208, 3-Phase	
2.2.7 Spare – Like tire and wheel shall be supplied.	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
2.3 SAFETY EQUIPMENT:	
2.3.1 Non-Skid - All walk, step, and standing areas.	
2.3.2 Regulations - Shall meet all AZ State and Federal regulation, no exceptions	
2.3.3 Rounded Corners – All sharp edges and corners shall be rounded.	
2.3.4 Hoses / Lines – All hydraulic hoses and or lines shall be routed and secured in such a way that they do not create a hazard.	
2.3.5 Emergency Stop - Shall be equipped with an emergency stop switch that is in a highly visible and easy access location.	
2.4 OPERATING CAPABILITY:	
2.4.1 Shall be capable of operating continuous at full capacity with ambient temperature 122+°F.	
2.4.2 Van Unloader and Portable Dock shall be complete and ready for full operation when delivered.	
2.5 PAINT:	
Manufacturer's standard color.	
2.6 TRAINING:	
The successful Contractor shall provide a minimum of 8 hours to completely train County personnel in the use and care of the equipment.	
2.7 VENDOR'S PROPOSAL COLUMN:	
Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.	
2.8 DELIVERY:	
Delivery is required F.O.B. Destination, freight pre-paid within to any delivery location within Maricopa County as specified by the County during January of 2003 . Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.	

2.9 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.10 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.11 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.12 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.13 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ten (10) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.14 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.15 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random

from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.16 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.17 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.17.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.17.2 Documentation that names the replacement product or model.
- 2.17.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.17.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.17.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.18 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

2.19 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.20 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a factory authorized service station capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.21 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manual, materials service manuals, and electrical and hydraulic schematic diagrams. Minimum, three sets.

2.22 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive. Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the

requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

2.23 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.24 ADDITIONAL PRICING:

Contractor is strongly encouraged to offer additional pricing for related items, products and components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. One (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

2.25 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.25.1 One (1) original of all submissions is MANDATORY
- 2.25.2 Vendor proposal column/section, MANDATORY
- 2.25.3 Pricing pages, MANDATORY
- 2.25.4 Copies of Catalogs/Pricing Documents (if required)
- 2.25.5 Literature, Technical and Descriptive, MANDATORY
- 2.25.6 Vendor Information, MANDATORY
- 2.25.7 Agreement page, MANDATORY

2.26 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.27 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) time purchase.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.2.2 INSURANCE REQUIREMENTS.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

3.2.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

3.2.3 CERTIFICATES OF INSURANCE.

Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits

required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.2.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.2.5 CANCELLATION AND EXPIRATION NOTICE.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.4 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

JIM HIGGINS, LEAD PROCUREMENT CONSULTANT, 602-506-3314
(jhiggins@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a

Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any

capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

SPUDNIK EQUIPMENT COMPANY, 1250 W BRIDGE STREET, BLACKFOOT, ID 83221

PRICING SHEET 560-03
NIGP CODE 56015

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ NO
_____ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

One (1) (or more) BULK VAN UNLOADER & DOCK, in accordance with \$ 60,627.00 /each
attached specifications, price shall include freight if any.

Manufacturer/Model: Spudnik 1300 / 1400

Warranty (define, attachments may be used as amplifying data only):

12 month parts

No labor

Delivery (days ARO): 60 Days

F.O.B. Destination: ☒ Yes ☐ No

Cutoff dates for ordering any of the above (to include options), if any. REQUIRED:

OPTIONS: (*Will be used as part of the bid award process*).

1. Potato Unloader (only) \$ _____/each

Mini Cleat Nose Belt n/c

Mini Cleat Side Belt n/c

208 Volt 3 Phase n/c

SPUDNIK EQUIPMENT COMPANY, 1250 W BRIDGE STREET, BLACKFOOT, ID 83221

Terms:	NET 30
Federal Tax ID Number:	82-0261750
Vendor Number:	820261750 A
Telephone Number:	208/785-0480
Fax Number:	208/785-1497
Contact Person:	Dennis Marlow (x3161)
E-mail Address:	DENNIS@SPUDNIK.COM
Company Web Site:	WWW.SPUDNIK.COM
Insurance Certificate	Yes
Contract Period:	To cover the period ending January 31, 2004